

Exhibit B

Sent/Received

RESCAP

JUL 22 2013

MORRISON

FOERSTER

To _____
By _____

Claim Information

Claim Number:

4397

Basis of Claim

Explanation that states the legal and factual reasons why you believe you are owed money or are entitled to other relief from one of the Debtors as of May 14, 2012 (the date the Debtors filed their bankruptcy cases) and, you must provide copies of any and all documentation that you believe supports the basis for your claim.

DEFRAUDED

\$144,000.00 = ORIG. LOAN AMT. @ TIME GMAC CAUSED THE DEFAULT.
I WAS MISLEAD BY DISCEPTION & UNLAWFUL ACTION (SEE SUPPORT DOCS)

NOT POSSIBLE FOR ME TO GIVE AN ACTUAL # FIGURE FOR LOSS OVER THE LIFE OF THIS LOAN I WAS DUPPED INTO.
GMAC HAS STILL NOT SUPPLIED ME WITH ANY INTELLIGIBLE INFO. ON PAST INCREASES — WHO KNOWS WHAT ELSE IS IN STORE & THE ONLY SANE # TO REFLECT UPON IS THE POINT OF RESTORATION OR MAYBE THEY WILL GIVE THE #.

If your claim relates to a mortgage loan that you believe was originated or serviced by one of the Debtors, please be sure to include the following loan information, so that we can effectively search our records for information on your property and loan, and evaluate your claim.

Loan Number:

9613

Address of property related to the above loan number:

341 OAK DR.

City:

New Cumberland

State:

PA

ZIP Code:

17070

Additional resources may be found at - <http://www.kccilc.net/rescap>

AS LONG AS I AM IN THIS LOAN I AM LOSING ←
MONEY. EVERYTHING OVER # 679.83 per month IS OVER
THE MAX FIXED AMT. INDICATED BY GMAC, AS WHAT
MY NEW PYMT. WOULD BE... CURRENTLY
\$874.41 after 2yrs.

Residential Capital, LLC P.O. Box 385220 Bloomington, MN 55438

Claim Number: 4397
Mary R. Biancavilla
Type: POC

REMOVED DON Summary for (Clm. # 4397)

1 of 2

. Early 2009, March, Called for information on New Administration's Mortgage programs. They could not give info.on phone was sending in mail.

. Approx.4-6weeks later I received info. that looked like what would be collected when applying for credit/mortgage etc.

. I called about the documentation and was told I needed to submit my financials so that they could see if I would qualify for one of their new programs.

. Late June, 2009...I sent the paperwork fully completed by both the fax # they gave and a full copy by mail.

There were communications inbetween mostly GMAC requesting info. they already had. I instructed them to look to the copy I had mailed for any duplicate requests.

. Mid Dec., 2009...In checking my bank balance noticed it was high, I did the math, it was the amount of my mortgage payment that should have been auto-debited. I called GMAC promptly.

. (See support doc's (A & B), cover summaries and attached bank statements showing auto-debits for Oct and Nov 2009, and no debit for Dec.2009.

. As indicated on pg.2 of support doc.B. GMAC (without my knowledge or consent), qualified and made up my mind for me. They began the trial and I was to send pymt.with docs. promptly.

. See GMAC ltr. dated 1/11/10 shook me up some more, I called and was redirected to the Loss Mitigation dept. they explained they took over the loan and the rest of the letter did not apply.

* Note: The HAMP workout plan (included) sent with my loan# on it. I had underlined in #2 on second page where everything (taxes, insurance and any other fees)was to be included in my new fixed rate payment of 679.83.

. Support doc C, pg.#1 summary outlines the documents which follow it, showing all of what then defaulted my Hamp trial by GMAC while also showing they were receiving and cashing my trial checks on time. The insufficient funds were caused by GMAC's UNAUTHORIZED auto draft...I contacted them about this immediately after they were identified to me by my bank as the drafter of the unauthorized amt. of \$1380.08 (see Members 1st stmt. dtd., Jan.25-Feb.24,2010, pg.2.) This same page shows second trial check#116, deposited the day before the unauthorized draft.

. VERY IMPORTANT** I was sent a letter by GMAC (enclosed, dated 2/11/10) they were unable to supply me with my written consent for the autodraft. This is because there wasn't one. there were no apologies or affirmation that they would correct any damage this may have caused to the trial etc.

(Chm #4397) 20f2

. In closing GMAC ltr. dated 2/12/2010...is also incorrect...see support doc's C, Members 1st stmt., dtd. Dec.25-Jan 24/2010 pg.2, check#115 is the first trial pymt.deposited and cleared.

By the time I received this letter it was well known by GMAC that I was in Loss Mitigation undergoing the trial and that due to the unauthorized autodraft, reversed by my bank and questioned by me by phone later the same day of Feb.4, 2010, requesting signature proof they did not have indicated by their letter 2/11/10...they were already on notice by me NO Further Auto Drafts.

With the new loan every month is a certified bank check because I do not trust them with my electronic info.

. I did complete my trial successfully if it were not for the unlawful actions perpetrated against me.

. I was told I WAS Approved for HAMP pending successful completion of the HAMP trial.

(GMAC was well aware of everything that occurred during the trial and did not offer to rectify their errors) _ The Step-rate-loan (current pymt.amt.is \$874.41 after 2 years) a far cry from \$679.83 and the interest rate goes up), is not a fixed rate loan. Had I known this was where we would be going from the first phone call, no paperwork would have been submitted by me.) I was manipulated into this step-rate-loan with the end result, me being defrauded out of my original loan. It was a whirlwind once they got rolling.

I am seeking justice and restitution as the court sees fit.

I want to thank you for all of your patience with my submission, I may be reached @ (717)695-7684.

I have done what I can to try and show that there was a process in place that caused damage. My heart goes out to all who have lost their homes due to the same or similar circumstances.

On a larger scale our national economy is suffering while these things go (seemingly) unchecked. How much longer and how many more foreclosures will add to the countries economic decline. Some of the rich are getting richer, while the poor are getting poorer. Why should economic giants just walk away?

I know our administration meant for right results, it is unfortunate when the process is hijacked and does not serve it's original purpose. I do believe this is why we have laws and trust they will be applied appropriately.

Sincerely,

Mary Biancavilla

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

PROOF OF CLAIM

Name of Debtor and Case Number:

G-MAC MORTGAGE (RESP) CASE # 12-12020 (n6)

NOTE: This form shall not be used to make a claim for an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(7)) arising after the commencement of the case. A "Request" for payment of an administrative expense (other than a claim asserted under 11 U.S.C. § 503(b)(7)) may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or entity to whom the debt was owing or payable):

MARY R. BIANCAVILLA

Name and address of creditor (see Item 1 above):

**MARY R. BIANCAVILLA
341 OAK DR.
NEW CUMBERLAND, PA. 17070**

Telephone number:

Name and address where payment should be sent (if different from above):

SAME AS ABOVE

Telephone number:

Email:

1. Amount of Claim as of Date Case Filed: \$ **144,000.00**

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

(Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that describes interest or charges.) **NO OTHER FEES ARE INCLUDED**

2. Basis for Claim:

DEFRAUDED

3. Last Four Digits of my number by which creditor identifies debtor:

9613

Debtor may have scheduled bankruptcy?

_____ ?

Debtor's Chapter Information (if known):

(Unknown)

(See Instruction 26)

4. Secured Claim (See Instruction 26)

Check the appropriate box if the claim is secured by a lien on property or a right of action; attach original related documents, and provide the requested information.

Nature of property or right of action: **Deficit Basis: CMotor Vehicle Other**

Describe:

Value of Property: \$ **_____** Annual Income: \$ **_____** % Criminal (Offender)
(Since case was filed)

Amount of arrears and other charges, as of the time case was filed, included in secured claim:

Mortg.: \$ **_____**Bank for perfection: **_____**Amount of Secured Claim: \$ **_____**Amount Unsecured: \$ **_____**

6. Claim Pursuant to 11 U.S.C. § 506(b)(2):

Indicate the amount of your claim, based on the value of any goods furnished by the Debtor within 20 days before May 14, 2007, date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documents supporting such claim.

\$00.00

(See Instruction 26)

7. Credit: The amount of all payments on this claim has been certified for the purpose of making this proof of claim. (See Instruction 27)

8. Documentation: Attached are reflected copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, bank and statements of account, contracts, judgments, mortgages, and security agreements. If the claim is secured, law 4 has been completed, and reflected copies of documents providing evidence of perfection of a security interest are attached. (See Instruction 28, and the definition of "reflected".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

9. Signature: (See Instruction 29) Check the appropriate box.

 I am the creditor's authorized agent.
(Attach copy of power of attorney, if any.) I am the trustee, or the debtor, or
my authorized agent.
(See Bankruptcy Rule 3002.) I am a garnisher, trustee,
debtor, or other creditor.
(See Bankruptcy Rule 3002.)I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief. **MARY R. BIANCAVILLA**Print Name: **MARY R. BIANCAVILLA****Mary R. B. - ll****11/3/2013**
(Date)

Title: _____

Company: _____

Address and telephone number (if different from above address shown):

Telephone number: _____ Email: _____

COURT USE ONLY

Penalty for presenting forged/dishonest claims: Fine of up to \$200,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

To all concerned,

Overview.

I am submitting the attached for consideration, it has been some time ago that I was traumatized by a process of GMAC and since have not been able to look at the documents, much less do anything. The only reason you have this before you now is the letter I received indicating that GMAC was filing bankruptcy in addition to being encouraged to do so.

Sometime early 2009 I called for information on the loans the president was talking about. They would not tell me anything by phone, said I needed to fill out paperwork to get more information. This was the beginning of a series of fraud perpetrated against probably more the loan I had than me. I didn't like that loan either but I had to do it as I had gone through alot being a caregiver to my mom after my father passed away. Medical persons said she should go to nursing home but I premised dad before he died that I would take care of her. This took a toll on my work and credit history. Some years after she died (I had her 7yrs.), I needed to consolidate my debt and move forward, and had to do a no-doc. loan, I wanted a fixed loan but circumstances happened, it was the only way. Well I knew I would change that loan as soon as I was in a position to do so and that is why I was inquiring of GMAC about these new loans. What I needed was a smaller payment and they mislead me with that promise, defrauded me and I am, have been and will be paying more and more with the loan they scared me into by way of defaulting my loan, my trial and then threatening me with foreclosure. They behaved as if this was all just part of the process and literally mislead me every step of the way.

It is a very sad day in this Nation being unable to trust our lending institutions. Please, I am not an attorney and am unsure if I have done this right but it is to the best of my ability. Help me out of this. I have called GMAC from time to time to see if the conversation was reasonable It is not. I do not want to have to be hostage to a company that is doing wrong, I do not have a way out now after the position they steered me into. That is not to say things were good before hand but I went to them for information and maybe help...this did not. If GMAC did not want to service these loans they should not have purchased them. What they have done to people and the market is not good. I would request release of my deed if you were to ask me what I would like to see done in lieu of the amount indicated. I am sure either way GMAC will not miss any of it, I have been in my house now almost 20yrs, it is all I have to work with and it has cost me all I had. I would love a fresh start to pay down all of my worthy debtors and get retrained for the second part of life. I am grateful for your help in this matter. Sincerely,Mary Biancavilla.

Clm # 4397

Support Docs: 'A' pg.1of1

ATTACHED HERE ARE 2 CONSECUTIVE
MONTHS BANK STATEMENTS WHICH SHOW
GMAC - LISTED AS:

AUTOMATIC ID: [REDACTED] 4840 CO: LOMSERVICING

PLEASE NOTE: LINE ITEMS Oct 2 + Nov 2, 2009.
— AUTO DEBIT OF \$ 690⁰⁰ ea. month.

THIS AMT. REPRESENTS (AND WAS) THE ORIG. MORTGAGE
AMT. FROM MY LOAN PURCHASED BY GMAC FROM
MY PREVIOUS LENDER.

- AFTER ALL THAT HAS SINCE OCCURRED, *(READ THROUGH FOR ADD. INFO.)*
I ONLY SEND CERT. BANK CHECKS TO GMAC
— THEY HAVE MADE THEMSELVES UNTRUSTWORTHY.

Chm # 4397



MEMBERS 1st
FEDERAL CREDIT UNION

8991 1 AV 0.335

MARY R BIANCAVILLA
341 OAK DR
NEW CUMBERLAND PA 17070

www.members1st.org

Main Switchboard: (800) 253-2328
EZ Call: (717) 697-4372 or (800) 253-4372
TDD: (717) 697-5312 or (800) 253-2328 ext. 5312
TeleBranch: (800) 257-7288

31204-8991

Open 24 hrs. 7 days a week 24 hrs.

Account Number:

Balances at a Glance:

Checking:	215.42
Savings:	179.49
Certificates:	0.00
Loans:	0.00
Money Management:	0.00
Swipe 5 YTD Reward:	7.95

Page: 1 of 3

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CHECKING ACCOUNTS

11 - CHECKING

Date	Transaction Description	Additions	Subtractions	Balance
Sep 25	Balance Forward			221.41
Sep 29	Withdrawal POS #177522 WAL-MART #1591 HARRISBURG PA		73.02-	148.39
Sep 29	Withdrawal Adjustment Debit Card Credit Voucher 09/29 048201501998 WM SUPERCENTER HARRISBURG (E	15.81		164.20
Sep 29	Withdrawal Debit Card CHECK CARD 09/29 800-255-7828 ALLSTATE *PAYMENT ILLUSIN2000		68.30-	95.90
Sep 30	Withdrawal Debit Card CHECK CARD 09/29 17225700167955 GIANT FOOD #253 NEW CUMBER		60.30-	35.60
Sep 30	Withdrawal Debit Card CHECK CARD 09/28 45200115/992 RITE AID STORE 0418 NEW CUMBE		11.78-	23.84
Sep 30	Deposit EZ Cell Transfer From Share .05	100.00		123.84
Sep 30	Withdrawal POS #330384 CNS RITE AID CORP. 761886 NEW CUMBERLAN PA		20.93-	102.91
Sep 30	Withdrawal Overdrawn NSF In the amount \$25.40 Walmart DC	33.00		69.91
Sep 30	Deposit Swipe 5 Rebate 0.60			70.51
Oct 01	Deposit Transfer From Share .00	4.41		74.92
Oct 01	Withdrawal Debit Card CHECK CARD 09/30 17225700167955 GIANT FOOD #253 NEW CUMBER		51.44-	23.48
Oct 01	Deposit EZ Cell Transfer From Share .05	902.51		925.99
Oct 01	Withdrawal POS #992435 GIANT FOOD #253 NEW CUMBERLAN PA		20.00-	905.99
Oct 02	Withdrawal Debit Card CHECK CARD 09/30 800-331-0500 AT&T/MC4940104948PH# GAHS639		36.67-	869.32
Oct 02	Withdrawal POS #575845 WEIS MARKETS #125 CAMP HILL PA		20.00-	849.32
Oct 02	Withdrawal ACH LOANSERVICING TYPE: AUTOMATIC ID: 1231694840 CO: LOANSERVICING	690.00-		159.32
Oct 03	Withdrawal POS #099583 WEIS MARKETS #125 CAMP HILL PA		40.17-	119.15
Oct 04	Withdrawal Debit Card CHECK CARD 10/03 422001246889 SAC SHOP #9 NEW CUMBERLAN PA		9.77-	109.38



Main Switchboard: (800) 263-2228
 EZ Card: (717) 657-4372 or (800) 263-4372
 TDD: (717) 657-5312 or (800) 263-2228 ext. 5312
 TeleCheck: (800) 257-7226

9147 1 AV 0.335

32017-9147

MARY R BIANCAVILLA

341 OAK DR
NEW CUMBERLAND PA 17070

Account Number:

Balances at a Glance:

Checking:	379.26
Savings:	159.53
Certificates:	
Loans:	
Money Management:	
Swipe 5 YTD Reward:	8.85

Page: 1 of 3

Your current Member Loyalty Rewards Level is Silver.
 Your aggregate balance is \$348.81 and your credit limit is \$989.03.
 An aggregate of 10 products are included in your rewards level.

Need to make a payment? Call us at 1-800-263-2228.
 Give them your account number and the amount you'd like to pay.
 Visit us online at www.members1st.com for more information.

CHECKING ACCOUNTS

0011 - CHECKING

Date	Transaction Description	Additions	Subtractions	Balance
Oct 25	Balance Forward			215.42
Oct 25	Withdrawal Debit Card CHECK CARD 10/23 06176300125WE11 WEIS MARKETS #125 S CAMP H	26.62		188.80
Oct 25	Withdrawal POS #6509736 GIANT FOOD #253 NEW CUMBERLAN PA	25.00		161.80
Oct 25	Withdrawal Debit Card CHECK CARD 10/24 04020000000125 BOSCOVS 60000125 CAMP HILL	20.00		141.80
Oct 27	Withdrawal ACH CHASE TYPE: EPAY ID: 570039224 CO: CHASE	25.52		116.28
Oct 27	Withdrawal ACH 1ST NATL BK OMAH TYPE: ONLINE PMT ID: W104000010 DATA: CREDIT CARD PMT CO: 1ST NATL BK OMAH	65.84		50.44
Oct 28	Deposit Transfer From Share 05	200.00		250.44
Oct 28	Withdrawal POS #650951 WAL-MART #1888 MECHANICSBUR PA	32.53		217.91
Oct 29	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 10/26/2009 10/27 06176300125WE11 WEIS MARKETS #125 S CAMP H	15.30		202.50
Oct 29	Withdrawal Debit Card CHECK CARD 10/28 172257000107955 GIANT FOOD #253 NEW CUMBER	15.55		186.95
Oct 29	Withdrawal Debit Card CHECK CARD 10/29 01494700213242 COMCAST OF CENTRAL PA 800	100.00		86.95
Oct 31	Withdrawal Debit Card CHECK CARD 10/29 402001157932 RITE AID STORE 0118 NEW CUMBE	14.21		72.74
Oct 31	Deposit	100.00		172.74
Oct 31	Deposit Swipe 5 Rebate	0.90		173.64
Nov 01	Withdrawal Debit Card CHECK CARD 10/31 172257000107955 GIANT FOOD #253 NEW CUMBER	17.33		156.31
Nov 02	Withdrawal Debit Card CHECK CARD 11/01 036-3400303 JOYCE MEYER MINISTRIES MOUS060	20.00		136.31
Nov 02	Deposit EZ DM Transfer From Share 05	752.01		888.32
Nov 03	Withdrawal ACH LOANSERVICING TYPE: AUTOMATIC ID: 1231694810 CO: LOANSERVICING	690.00		198.32

Chm:
4397

SUPPORT Doc's 'B' Pg 1 of 2

Next, I HAVE ATTACHED my Bank - from (DEC, 2009) STATEMENT, WHICH DO NOT SHOW MY MORTGAGE Pymt. BEING DEBITED.

- I was NOT NOTIFIED, NEVER CONSENTED NOR CONSULTED WITH REGARDS TO IT.

GMAC HAD COLLECTED, FAITHFULLY, AUTOMATIC DEBITS IN THE AMT OF \$690 per month WITHOUT ANY CHG. FROM THE TIME THEY TOOK OVER THE LOAN.

I NEVER SAW THIS OR WHAT WAS ABOUT TO UNFOLD COMMING.

IT WAS A COUPLE OF WEEKS INTO DECEMBER, 2009 - WHEN I NOTICED THE OVERAGE IN THE EXACT AMT. OF MY MORTGAGE PAYMENT AND CALL GMAC PLENTLY. I HAD NEVER IN THE 15 plus yrs OF OWNERSHIP BEEN LATE WITH A PAYMENT, I WAS SHAKEN.

GMAC INFORMED NOT TO WORRY I WAS APPROVED FOR A MODIFICATION - I SAID THERE WAS A MISUNDERSTANDING THAT I WAS NOT APPLYING, ONLY SEEKING INFO. ON THE TYPE OF LOAN/S OFFERED



MEMBERS 1st
GENERAL CREDIT UNION

9789 1 AV 0-335 34760-3789
MARY R BIANCAVILLA
341 OAK DR
NEW CUMBERLAND PA 17070

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[View Details](#)

EE-2008 (717) 697-5312 or (800) 283-2328 ext. 5312
TDD: (717) 697-5312 or (800) 283-2328 ext. 5312

Nov 25, 2009 thru Dec 24, 2009

Account Number:

Balances at a Glance:

Checking: 142.63

Savings:

Certificates:

Lenses

Lesson:

Swipe 5 YTD Reward: \$ 60

Page: 1 of 3

CHECKING ACCOUNTS

WILL, DETERMING

NO-
-4690⁰⁰ AUTO-DRAFT

Date	Description	Additions	Subtractions	Balance
Nov 26	Balance Forward			379.28
Nov 25	Withdrawal Debit Card CHECK CARD 11/24 156691000153307 GIANT FUEL #253 NEW CUMBER	14.98-		364.30
Nov 25	Withdrawal POS #723382 GIANT FOOD #331 MECHANICSBURG PA	25.00-		339.30
Nov 26	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 11/25/2009	7.53-		331.77
Nov 26	11/24 06176380125WE11 WEIS MARKETS #125 S CAMP H			
Nov 26	Withdrawal Debit Card CHECK CARD 11/25 424654040880 SALVATION ARMY #403 MECHANICS	31.78-		299.99
Nov 27	Withdrawal Debit Card CHECK CARD 11/26 172257000167955 GIANT FOOD #253 NEW CUMBER	57.43-		242.56
Nov 30	Withdrawal ACH CHASE TYPE: EPAY ID: 5760038224 CO: CHASE	25.43-		217.13
Nov 30	Withdrawal ACH 1ST NATL BK OMAH TYPE: ONLINE PMT ID: W104000010 DATA: CREDIT CARD PMT CO: 1ST NATL BK OMAH	70.20-		146.93
Nov 30	Deposit Swipe 5 Rebate	0.75		147.68
Dec 01	Deposit EZ Cell Transfer From Share 0005	701.55		849.23
Dec 02	Withdrawal Debit Card CHECK CARD 12/01 636-3490303 JOYCE MEYER MINISTRIES MOUSIMO	20.00-		829.23
Dec 02	Withdrawal POS #353215 WAL-MART #1886 MECHANICSBURG PA	29.23-		800.00
Dec 03	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 12/02/2009	10.30-		789.70
	12/01 06176380125WE11 WEIS MARKETS #125 S CAMP H			
Dec 03	Check: 001112 Tracer 0001648173	131.04-		658.66
Dec 04	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 12/03/2009	9.85-		648.81
	12/02 00178470058RUT1 RUTTER'S FARM STORE #6 NEW			
Dec 04	Withdrawal Debit Card CHECK CARD 12/03 172257000167955 GIANT FOOD #253 NEW CUMBER	26.72-		622.09
Dec 04	Deposit EZ Cell Transfer From Share 0005	450.00		792.09

Support Doc's 'B' 2af)

- I SOUGHT INFO. ON CORRECTING THIS MISTAKE, I.E. HOW WE RECTIFY THE MISSED AUTO-DEBIT, AND WAS TOLD THEY WOULD NOT BE COLLECTING IT BECAUSE I WAS BEING QUILIFIED FOR A LOAN MODIFICATION. I REITERATED THAT UNTIL I COULD SEE THE TERMS OF THE LOAN AND I WANT TO MOVE FORWARD, I AM ASSURED I WOULD BE HAPPY WITH IT AND THE PROCESS MOVES QUICKELY. THEY INDICATED I WOULD HAVE A TRIAL OF 3 mos. OF PAYMENTS OF \$679.83 AND TO SEND THE 1ST ONE FOR JAN 2010, THAT THIS WOULD SATISFY THE PREVIOUS MONTH'S MORTGAGE PAYMT. AS WE TRANSITIONED. THEY SAID THEY WERE SENDING OUT THE DOCUMENTS CONFIRMING, AND I SHOULD CALL PAUL THEN.

So I was uncomfortable with it but did not want to get into a problem with foreclosure or anything by some misunderstanding —

I SENT THE 1ST CHECK, RECEIVED PAPERWORK I WAS NOT HAPPY WITH MUCH OF THE UNCOORDINATION IN DOCUMENTATION FROM GMAC BETWEEN THE MORTGAGE DEPT. & THIS LOAN MOD / LOSS MITT AREA.

THE CALLS WERE DISCOURAGING ALSO, BUT THESE LOSS MITT REPS WERE EFFICIENT AND I WAS → (UNQUOTE) DEFRAUDED → (UNQUOTE) OR THAT TIME.

GAMAL Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

01/11/10

116786-000777

MARY R BIANCAVILLA

341 OAK DR

NEW CUMBERLAND PA 17070

RE: Account Number
Property Address

[REDACTED] 9613
341 OAK DRIVE

NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

*By phone
THIS IS
TO TELL YOU
DER. FOR THE
RPL. MODIFICATION
AND TO
GIVE ALL
THE
REST OF
THIS -
IT DOES
NOT
APPLY
TO ME*

Disclosure: If you are already working with the Loss Mitigation department on a special forbearance or other foreclosure prevention alternatives, this letter does not apply to you. However, you may want to take advantage of the Homeownership Counseling information contained within this letter.

Your account is in default under the terms of the mortgage. The mortgage payments of \$ 1380.00 for the months of 12/01/09 through 01/01/10, are past due. If you have already mailed these payments, please accept our thanks.

Due to the unresolved delinquency on your account, you may be experiencing temporary or permanent financial problems that led to the default. Your account could soon be referred to foreclosure if the default is not resolved. We would like to discuss possible loss mitigation options, which may be available to you to resolve the delinquency and avoid foreclosure. A brief description of these options follows.

If you have experienced a temporary loss of income or increase in expenses and now have sufficient income to make increased payments, we may be able to work out a REPAYMENT PLAN.

LOAN MODIFICATION: A loan modification capitalizes delinquent payments into the unpaid principal balance. This may be completed if you are unable to make temporary increased monthly payments, yet can still afford your mortgage payments.

Investor Loan # 9613

HOME AFFORDABLE MODIFICATION PROGRAM LOAN WORKOUT PLAN (Step One of Two-Step Documentation Process)

Loan Workout Plan Effective Date: 01/01/2010

Borrower ("I"): MARY R BIANCAVILLA

Lender ("Lender"): GMAC Mortgage, LLC

Date of first Non-Security Instrument ("Mortgage") and Note ("Note"): 12/16/2005

Loan Number: 9613

Property Address ("Property"): 341 OAK DRIVE NEW CUMBERLAND PA 17070

If I am in compliance with this Loan Workout Plan (the "Plan") and my representations in Section 1 continue to be true in all material respects, then the Lender will provide me with a Loan Modification Agreement ("Modification Agreement"), as set forth in Section 3, that would amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents." Capitalized terms used in this Plan and not defined have the meaning given to them in the Loan Documents.

If I have not already done so, I am providing confirmation of the reasons I cannot afford my mortgage payment and documents to permit verification of all of my income (except that I understand that I am not required to disclose any child support or alimony unless I wish to have such income considered) to determine whether I qualify for the offer described in this Plan (the "Offer"). I understand that after I sign and return two copies of this Plan to the Lender, the Lender will send me a signed copy of this Plan if I qualify for the Offer or will send me written notice that I do not qualify for the Offer. This Plan will not take effect unless and until both I and the Lender sign it and Lender provides me with a copy of this Plan with the Lender's signature.

1. My Representations. I certify, represent to Lender and agree:

- A. I am unable to afford my mortgage payments for the reasons indicated in my Hardship Affidavit and as a result, (i) I am either in default or believe I will be in default under the Loan Documents in the near future, and (ii) I do not have access to sufficient liquid assets to make the monthly mortgage payments now or in the near future;
- B. I live in the Property as my principal residence, and the Property has not been condemned;
- C. There has been no change in the ownership of the Property since I signed the Loan Documents;
- D. I am providing or already have provided documentation for all income that I receive (except that I understand that I am not required to disclose any child support or alimony that I receive, unless I wish to have such income considered to qualify for the Offer);

¹ If there is more than one Borrower or Mortgagor executing this document, each is referred to as "I". For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Plaintiff's
1)

Support Doc's 'C'

- So Gmae Recd. And CASHED/CLEARED Bank
my FIRST TRIAL CHECK IN Jan. AND I
SENT THE SECOND CHECK AS SCHEDULED.

THEY DEPOSITED my check ³ (WITHOUT AUTHORIZATION)

FOR ANY WARNING - AUTO-DENIED my SAME
ACCT FOR AN AMT. OF (2 TRIAL) PAYMENTS...

... WHICH CAUSED INSUFFICIENT FUNDS +

(Gmae) THEY IN EFFECT DEFRAUDED ^{ME} OUT
of my TRIAL BY CREATING A CIRCUMSTANCE

THEY WOULD LATER POINT TO AND SAY

YOU CAN'T HAVE THE 'MAKING HOME AFFORDABLE'
LOAN, YOU WILL BE MODIFIED INTO WHAT
WE WILL GIVE YOU. I WAS DEFRAUDED

AGAIN AND AGAIN AND AGAIN.

FIRST - THE INITIAL CALLS TO SAY I
HAD TO SEND PAPERWORK FOR THAT LOAN INTO
2nd - my STOPPED(UNCOLLECTED) Dec 2009 mort. Payment
WHICH DEFECTED my ORIG. LOAN.

3rd - THE UNLAWFUL - UNAUTHORIZED Auto-Debit
WHICH NOT ONLY OVERDRAFTED my Account CREATING
A DEFAULT TO my TRIAL, BUT SINCE THEY
ALREADY COLLECTED 2 TRIAL PAYMNTS, THEY
WERE OVER CHARGING by A FULL PAYMENT
- BREACHING THEIR OWN CONTRACT.

Claim 4397



Main Switchboard: (717) 657-4302 or (717) 657-4322
EE Call: (717) 657-4302 or (717) 657-4322
TDD: (717) 657-4302 or (717) 657-4322 ext. 5302
Mail Room: (717) 657-4302

Your car
Your age
An expert

**Would you like to re-
turn to Members' 1st On?**

Account Number: 654

Belances at a Glance:

Checking:	555.71
Savings:	889.77
Certificates:	\$1,000.00
Loans:	\$1,000.00
Money Management:	\$1,000.00
Swipe 5 YTD Reward:	10.00

Page: 1 of 3

CHECKING ACCOUNT

2011 - GREENME

AND STILL 40-
AUTO Debit.
OF 690⁰⁰

Date	Description	Amount	Subtotal	Balance
Dec 25	Balance Forward			140.88
Dec 25	Withdrawal Debit Card CHECK CARD 12/24 122257000107955 GIANT FOOD #253 NEW CUMBER	16.32	124.56	124.56
Dec 26	Withdrawal Debit Card CHECK CARD 12/27 482001157322 RITE AID STORE 0418 NEW CUMBER	22.29	102.06	102.06
Dec 26	Deposit EZ-Call Transfer From: Share 0005	200.00	302.06	302.06
Dec 26	Withdrawal ACH CHASE TYPE: EPAY ID: 5N0005224 CO: CHASE	26.10	275.96	275.96
Dec 28	Deposit by Chase	7.40	283.36	283.36
Dec 29	Withdrawal ACH 1ST MAIL BK OMAH TYPE: ONLINE PMT ID: W104000010 DATA: CREDIT CARD PMT CO: 1ST MAIL BK OMAH	88.10	295.30	295.30
Dec 30	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 12/29/2009 0220 07002724010001 HESS 38449 LEMOYNE PA	70.00	225.30	225.30
Jan 01	Deposit Chase S 1000	1.00	226.30	226.30
Jan 02	Withdrawal Debit Card CHECK CARD 01/01 00000000000000000000000000000000 GIANT FUEL #253 NEW CUMBER	20.00	206.30	206.30
Jan 03	Withdrawal Debit Card CHECK CARD TRANSACTION DATE - 01/02/2010 01/01 00000000000000000000000000000000 WEST MARKETS #253 S CAMDEN	25.00	181.30	181.30
Jan 04	Withdrawal Debit Card CHECK CARD 01/03 172257000107955 GIANT FOOD #253 NEW CUMBER	34.71	146.59	146.59
Jan 04	Deposit EZ-Call Transfer From: Share 0005	200.00	306.59	306.59
Jan 05	Check 000115 Transf. 0001 00000000000000000000000000000000	100.00	206.59	206.59
Jan 07	Withdrawal Debit Card CHECK CARD 01/05 172257000107955 GIANT FOOD #253 NEW CUMBER	27.00	179.59	179.59
Jan 13	Deposit Transfer From: Share 1000	1,000.00	1,009.59	1,009.59
Jan 15	Withdrawal Debit Card CHECK CARD 01/14 00000000000000000000000000000000 GIANT FUEL #253 NEW CUMBER	31.00	1,038.59	1,038.59
Jan 15	Withdrawal Debit Card CHECK CARD 01/15 01000700027000 COMCAST OF CENTRAL PA 000	104.00	1,142.59	1,142.59
Jan 19	Withdrawal ACH DISCOVER	225.00	917.59	917.59

— Continued on following page —

Chm 4397



Send inquiries to:
2000 Larchmont Drive
P.O. Box 40
Montgomery, PA 17946
www.larchmont.com

Main Office/Street: (609) 220-2200
HZ City: (717) 657-4372 or (609) 220-4372
TX: (717) 657-3312 or (609) 220-3312 ext. 5520
Tele. Room: (609) 220-2200

Dec 25, 2009 thru Jan 24, 2010
Account Number: 2000-0001
Page: 2 of 3

Date	Description	Amount	Subtotal	Balance
Jan 20	TYPE: E-PAYMENT ID: 291020270 DATA: DC PYMNTS DCINTNET CO: DISCOVER Withdrawl Debit Card CHECK CARD 01/19 0001018241028F1 KARING QUALITY FOOD LEMOYNE	14.42-	659.58	
Jan 20	Withdrawl ACH RBS CITIZENS NA TYPE: PAYMENT ID: 2891428818 CO: RBS CITIZENS NA	74.85-	585.53	
Jan 21	Withdrawl Debit Card CHECK CARD TRANSACTION DATE - 01/20/2010 01/19 00176380128WEY11 WEIS MARKETS #125 S CAMP H	30.88-	774.70	
Jan 21	Withdrawl POS #201620 GIANT FOOD #253 NEW CUMBERLAND PA	40.00-	734.70	
Jan 23	Withdrawl Debit Card CHECK CARD 01/23 800-827-6364 TWOXAOL SERVICE 0110 NYUSINITY	11.98-	722.71	
Jan 23	Withdrawl Debit Card CHECK CARD 01/23 40120198888 GETTY TIRE & AUTO ANIMAL MECHAN	107.00-	555.71	

**GRANT AGREEMENT NO. 500
NSF Grant Funds for Construction
NSF Major Funds Year-to-Year
Construction Pay-Per-Use**

Chm 4397



www.jstor.org

JOH 20, 24 TO 26; ROM 14, 20 TO

State Telephone: (609) 293-2228
EZ Call: (717) 657-4372 or (609) 293-4372
TORC: (717) 657-5332 or (609) 293-2228 ext. 5332

8736 1 AV 9-335

30310-8736

**MARY R BIANCAVILLA
341 OAK DR
NEW CUMBERLAND PA 17070**

Your current Member Locality Payment is level in Silver.
Your age _____ and you pay _____ per month \$10.85.
An approx. _____ per month for the products

Want to earn some extra cash?

MU referral program.

CHECKING ACCOUNT

2011 - CHECKING

--- Continued on following page ---



Unauthorized/Improper ACH Debit Activity
Written Statement Under Penalty of Perjury

I, Mary Elizabeth Robinson, state that I have examined the attached statement or other notification from Members 1st FCU indicating that an ACH debit entry was charged to my Account No. 0000000000000000 on 01/01/2010 in the amount of \$ 1690.00, and that the debit was unauthorized or improper.

An unauthorized debit (with the exception of TEL entries) occurs an electronic fund transfer from a consumer's account initiated by a person who was not authorized by the consumer, via a writing that was either signed or similarly authenticated, to initiate the transfer. With respect of TEL entries, an unauthorized debit means an electronic fund transfer from a consumer's account initiated by a person who was not authorized by the consumer, via an oral authentication, to initiate the transfer. An electronic fund transfer in an amount greater than that authorized by the consumer or that results in a debit to the consumer's account earlier than that authorized by the consumer also is an unauthorized debit. An unauthorized debit does not include an electronic fund transfer initiated with fraudulent intent by the consumer or any person acting in concert with the consumer. An improper debit means a re-presented Check Entry (RCK), Point-of-Purchase Entry (POP), Accounts Receivable Entry (ARC), or Back Office Conversion Entry (BOC) that meets the criteria described in Section II below.

I. For unauthorized entries, I further state that: (check one)

I did not authorize, and have not ever authorized, _____ (company name) to originate one or more ACH entries to debit funds from any account at Members 1st FCU.

I authorized _____ (Company Name) to originate one or more ACH entries to debit funds from an account at Members 1st FCU but on 01/01/2010 I revoked that authorization by notifying _____ In the manner specified in the authorization.

I authorized LCAS SERVICING to originate one or more ACH entries to debit funds from my account at Members 1st FCU but but my max transaction amount is \$1690.00 and this debit was not authorized OR the amount debited exceeds the amount I authorized to be debited. The amount I authorized is \$1690.00 and the date I authorized the debit was 01/01/2010.

the debit was made to my account on a date earlier than the date on which I authorized the debit to occur; I authorized the debit to be made to my account on or no earlier than 01/01/2010, 2010.

II. For improper entries, I further state that: (check one)

- for RCK entries:
 - the item to which the entry relates is ineligible to be initiated as an RCK entry;
 - the required notice stating the terms of the re-presented check entry policy was not provided by the Originator in accordance with the requirements of the NACHA Operating Rules;
 - all signatures on the item to which the RCK entry relates are not authentic or authorized, or the item has been altered;
 - the amount of the RCK entry was not accurately obtained from the item; or
 - both the RCK entry and the item to which the RCK entry relates have been presented for payment.
- for ARC and BOC entries:
 - I opted out of check conversion activity;
 - notice was not provided by the Originator in accordance with the requirements of the NACHA Operating Rules;
 - the source document used for the debit entry is improper;
 - both the source document and the ARC or BOC entry to which it relates have been presented for payment; or
 - the amount of the ARC or BOC entry was not accurately obtained from the source document.
- for POP entries:
 - the debit entry for which the Receiver is seeking recredit was not authorized by the Receiver;
 - the source document used for the debit entry is improper; or
 - both the source document and the POP entry to which it relates have been presented for payment.

I further state that the debit transaction was not originated with fraudulent intent by me or any person acting in concert with me, and that the signature below is my own proper signature.

I certify under penalty of perjury that the foregoing is true and correct.

01/01/10

Date & Time

Jerin N. Robinson
Members 1st FCU Associate name

Member Signature

NC Giant
Branch Office

Chm 4397

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

02/11/10

MARY R BIANCAVILLA

341 OAK DR
NEW CUMBERLAND PA 17070

RE: Account Number [REDACTED] 9613
Property Address 341 OAK DRIVE
NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

This is in response to your inquiry regarding a request for a copy of the automatic payment letter on the above-referenced account.

Unfortunately, we have been unsuccessful in our attempts to obtain this information. We apologize for any inconvenience this may cause.

If you have any additional questions, please contact Customer Care at 800-766-4622.

Customer Care
Loan Servicing

2:48

I requested a copy of a (signed by me)
authorization for #1038.08 presented
to my bank FEB 2, 2010 -
CANSING OVERDRAFTS AND
TRIAL LOAN DEFAULT.
THIS IS THE RESPONSE.

Chm #4397

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

02/04/10

MARY R BIANCAVILLA
341 OAK DR
NEW CUMBERLAND PA 17070

*This made no sense
I was already sending
checks and they were
canceling them.*

RE: Account Number **[REDACTED] 9613**
Property Address **341 OAK DRIVE**

NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

In response to your request, we updated our records to reflect the cancellation of your Online Payment Program effective 2/4/10. You are now responsible for making all future payments by using an alternate method.

If you have any questions, please contact Customer Care at 800-766-4622.

Customer Care
Loan Servicing

2:02

*IN LAW OF WHAT GMAC DID WITH
THE UNAUTHORIZED ACCESS IN
ADDITION TO HAVING NO CLEAR UNDERSTANDING
OF WHAT THEY ARE DOING TO MY ACCOUNT. NO FURTHER
FORM THEY HAVE BEEN ADVISED. NO AUTORIZED
AUTO DEBITS ARE AUTORIZED
THAT FACT IS BEING
CLOSED.*

Clm 4397

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

02/12/10

130578-000021

MARY R BIANCAVILLA

341 OAK DR

NEW CUMBERLAND PA 17070

[REDACTED]

RE: Account Number
Property Address

[REDACTED] 9613
341 OAK DRIVE

NEW CUMBERLAND PA 17070

Dear MARY R BIANCAVILLA

Your payment has been returned unpaid by your financial institution. As a result, we have reversed these funds from your account. Your account is now due for the 01/01/10 - ~~FAIRFAX~~ payment. If allowed by your state, you may be assessed a ~~fee~~ ^{if} returned check fee.

THIS AT. 1/6/10 1115 ON BK

~~STATEMENT~~ ^{CLEARED +}
~~CLOSED PER~~ ^{TO DATE}
~~OF THIS JR.~~

If your replacement payment is received after the expiration of your grace period, any applicable late charges will be assessed. If you would like to remit your payment immediately, contact us by phone to use our Pay by Phone services by calling 800-766-4622.

(See occasions-July, 10

~~STATEMENT~~

If you participate in one of our Electronic Payment Programs, replacement of the reversed payment as well as financial institution corrections may need to be made prior to future drafts occurring.

If this is the third payment returned for insufficient funds, your account will be restricted to certified funds.

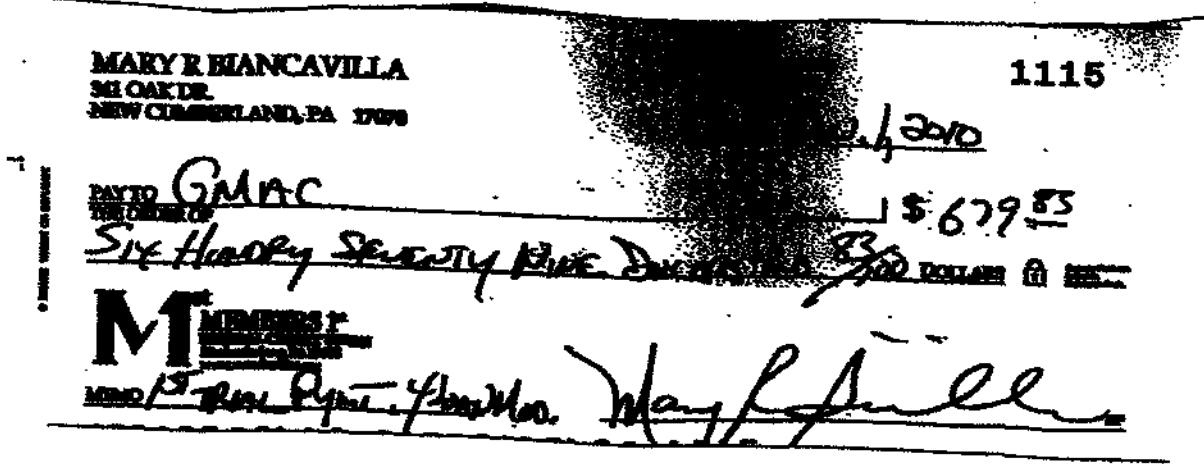
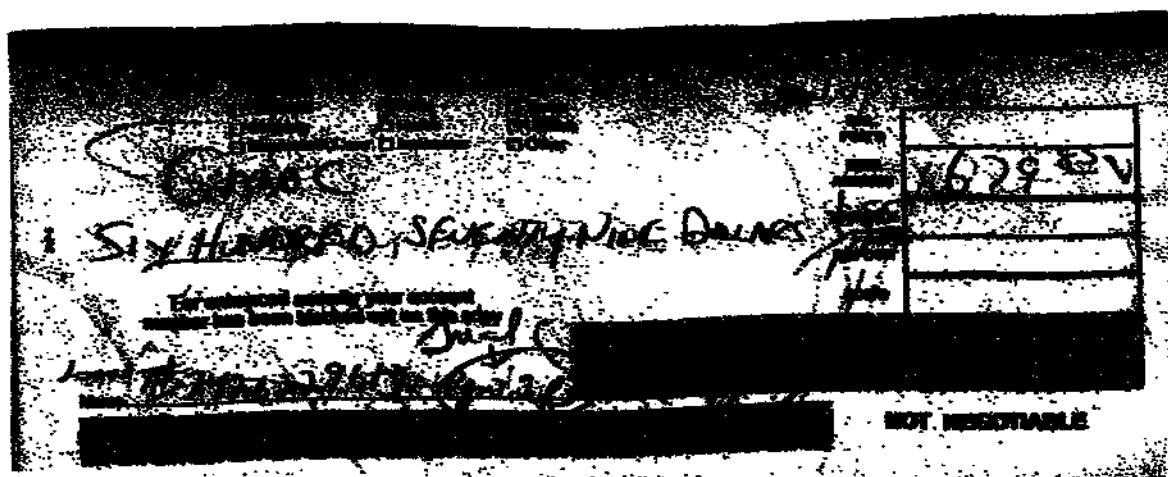
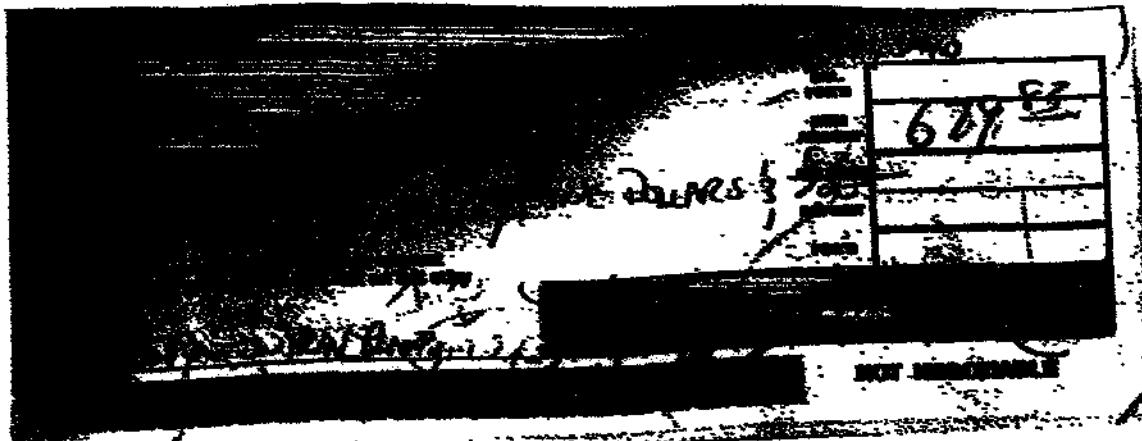
If you have any questions regarding this matter, please contact Customer Care at 800-766-4622.

Customer Care
Loan Servicing

7004

Chm 4397

Three Three Checks



Chm 4397

STEP RATE LOAN MODIFICATION AGREEMENT

WITH PRINCIPLE DETERIMENT

(Defined Payment Disclosure Attached)

John M. S. 97

Loan Modification Agreement ("Agreement") made this May 1, 2010 ("Effective Date") between MARY R BLANCAMILLA ("Borrower") and GMAC Mortgage, LLC ("Lender"), amends and supplements that certain promissory note ("Note") dated December 16, 2005 in the original principal sum of One Hundred Forty Four Thousand Dollars and No Cents (\$ 144,000.00) executed by Borrower. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, and if applicable, recorded on with Instrument Number in Book and/or Page Number of the real property records of CUMBERLAND County, PA. Said Security instrument covers the real and personal property described in such Security Instrument (the "Property") located at 341 OAK DRIVE NEW CUMBERLAND PA 17070, which real property is more particularly identified as follows:

(Legal Description if Applicable for Recording Only)

Borrower acknowledges that Lender is the legal holder and the owner, or agent/servicer for the legal holder and owner, of the Note and Security Instrument and further acknowledges that if Lender transfers the Note, as amended by this Agreement, the transferee shall be the "Lender" as defined in this Agreement.

John M. S. 97
I AGREE TO - DATED - DECEMBER AND THIS IS NOT AS PREVIOUS.

Borrower has requested, and Lender has agreed, to extend or restructure the time and manner of payment of the Note and to extend and carry forward the loan(s) on the Property whether or not caused by the Security Instrument.

Now, therefore, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. Borrower acknowledges that as of the Effective Date, the amount payable under the Note and Security Instrument (New Principal Balance) is \$140,621.45 and \$8,000.00 of my old principal balance (the balance due prior to the date of this loan modification) shall be deferred (the "Deferred Principal Balance") until the Term of my loan expires (the Maturity Date), or when I payoff my loan at the time when I sell or transfer my interest in my home, refinance the loan, or when the last scheduled payment is due, and the Lender will be under no obligation to refinance my loan. Until I am required to payoff the "Deferred Principal Balance", I will not be required to pay interest or make monthly payments on the deferred amount.
2. Borrower hereby agrees and covenants not to default and promises to pay jointly and severally to the order of "Lender" the Principal Balance, consisting of the amount(s) loaned to Borrower by "Lender" and any accrued but unpaid interest capitalized to date as applicable, along with any other amounts that may come due under the terms of the original Note and Security Instrument.

3. PAYMENT SCHEDULE

I Pay By CERT. BANK CHECK

Every month - I HAVE NO TRUST
FOR THIS COMPANY.

GMAC MORTGAGE CORPORATION
12-12020-mg doc 9510-3

John M. S. 97
I AGREE TO - DATED - DECEMBER AND THIS IS NOT AS PREVIOUS.

~~MORE DETAILED~~
~~Summary~~

1 of 3

- . Early 2009, March, Called for information on New Administration's Mortgage programs. They could not give info.on phone was sending in mail.
- . Approx.4-6weeks later I received info. that looked like what would be collected when applying for credit/mortgage etc.
- . I called about the documentation and was told I needed to submit my financials so that they could see if I would qualify for one of their new programs.
- . Late June, 2009...I sent the paperwork fully completed by both the fax # they gave and a full copy by mail.
- . A few weeks later, I received notice there was documentation missing and called in. They said what was missing and I checked to see if it was in my full copy ...it was. The girl went on to explain they have problems with the faxes, I advised that is why I mailed a full copy as well. She said I still needed to mail her what was requested. This happened on several other occasions after the initial one.

....NOTE: A phone rep. on a later call re: same issue indicated they had the mailed copy in their system and he would get what was needed on his end. Yet this same process occurred a couple of more times. I advised them by phone that the mailed copy is in their possession and not to call for duplication anymore, I was done.

Communications came to a halt after that and I was actually relieved after what was happening just to find out about these new loans.

.Mid Dec.,2009...In checking my bank balance noticed it was high, I did the math, it was the amount of my mortgage payment that should have been auto-debited. I called GMAC promptly. (See support doc's (A & B), cover summaries and attached bank statements showing auto-debits for Oct and Nov 2009, and no debit for Dec.2009. GMAC had taken over my mortgage and was auto debiting faithfully from that time until this incident without interruption.)

As indicated on pg.2 of support doc.B. GMAC (without my knowledge or consent), qualified me and made up my mind for me while (hindsight)...walking me into defaulting my original loan. This was the first step...causing a late payment (the money was in the account they did not collect it), then lying to me about being qualified for the loan as long as I would successfully complete their trial.

. See GMAC ltr. dated 1/11/10 shook me up some more, I called and was redirected to the Loss Mitigation dept. they explained they took over the loan and the rest of the letter did not apply.

Clint#4397

Def 3

...cont.

... more hindsight...what they were doing was documenting all things applicable and/or not, and lying by phone so they would control your being defrauded right out of your house possibly. I am sure if I did not do something different than others they would have foreclosed on me too. The process was abusive and I could not afford an attorney. I was stuck in it, trying to obtain a right result.

Note: The HAMP workout plan (included with support doc's is shown with my loan# on it). I had underlined in #2 on second page where EVERYTHING (taxes, insurance and any other fees) was to be included in my new fixed rate payment of 679.83 or less as explained to me by phone, the trial pymt. would be the maximum pymt. under the HAMP program. My part was to sucessfully complete the trial which was to make the 3 trial pymts on time. This would have happened if GMAC did not throw out the stumbling blocks. Defrauded again, by unlawful action on their part.

. Support doc C, pg.#1 summary outlines the documents which follow, showing all of what then defaulted my Hamp trial by GMAC while also showing they were receiving and cashing my trial checks on time. The insufficient funds were caused by GMAC's UNAUTHORIZED auto draft...I contacted them about this immediately after my bank identified them as the drafter of the unauthorized amt. of \$1380.08 (see Members 1st stmt. dtd., Jan.25-Feb.24, 2010, pg.2.) This same page shows second trial check#116, deposited the day before the unauthorized draft.

. VERY IMPORTANT** I was sent a letter by GMAC (enclosed, dated 2/11/10) they were unable to supply me with my written consent for that autodraft. This is because there wasn't one.

. In closing GMAC ltr. dated 2/12/2010...is also incorrect...see support doc's C, Members 1st stmt.,dtd. Dec.25-Jan 24/2010 pg.2, check#115 is the first trial pymt. deposited and cleared. By the time I received this letter, it was known by GMAC that I was in Loss Mitigation undergoing the HAMP trial and that due to the unauthorized autodraft, reversed by my bank and questioned by me by phone later the same day of Feb.4, 2010, whereby I requested signature proof which they could not provide as indicated by their letter 2/11/10. They were already on notice by me, NO Further Auto Drafts. With the new loan every month is a certified bank check because I do not trust them with my electronic info. Please help get me out of this!

I did complete my trial successfully if not for the unlawful actions perpetrated against me. And since before I ever wrote the first check for the trial, I was told I WAS Approved for HAMP pending successful completion of the HAMP trial, the end result should not have been _ The Step-rate-loan (current pymt.amt.is \$874.41 after 2 years) a far cry from \$679.83 and the interest rate goes up). This is not a fixed rate loan...

Chm #4397

3 of 3

...cont.

...Had I known this from the first phone call, no paperwork would have been submitted by me at all.) I was manipulated into this step-rate-loan with the end result, me being defrauded out of my original loan. It was a whirlwind once they got rolling. At some point you just can not take it and settle for what gives you peace...the only way out of their process at that point and into peace, was to accept what they were offering. I will be stuck in this loan long after people forget who GMAC was, assuming I can keep up with their ever increasing pymts. in a loan I was railroaded into. This really assumes too much, my home may end up another statistic if this court can't retain justice on my behalf.

I am seeking justice and restitution as the court sees fit. Please accept my apologies for being unable to give an accurate dollar amount due to the futuristic nature of the final amount.

I want to thank you for all of your patience with my submission.

I have done what I can to try and show that there was a process in place that caused damage and while I do not know how many others were affected, my heart goes out to all who have lost their homes due to the same or similar circumstances.

On a larger scale our national economy is suffering while these things go (seemingly) unchecked. How much longer and how many more foreclosures will add to the countries economic decline. Some of the rich are getting richer, while the poor are getting poorer adding a chunk of the middle class to it. All the while the poor are being supported by government programs paid for by the rich, making them poorer, as Americans lose our freedom. If this continues, I guess it will soon be time to remove Lady Liberty from her perch. How can we continue to receive others into what used to be a free and prosperous land? Who will be able to pay for it all and will these immigrants ever be free? More importantly why should economic giants just walk away from the fallout of the mess they make? I am not saying that is what will happen here, but it has happened, alot, in recent years. Lines must be drawn.

I know our administration meant for right results, it is unfortunate when the process is hijacked and does not serve it's original purpose. I do believe this is why we have laws and trust they will be applied appropriately.

Sincerely,

Mary Biancavilla

Chm 4397

7012 1640 0001 1564 6442



7012 1640 0001 1564 6442



1000

55433



U.S.
NEW
CITY
JULY
1